

A. G. Contract No. KR910036TRD
ECS File: JPA 91-01
Project: 666 GE 163 H 2958 01 C
F-051-2-519
Section: Town of Clifton

INTERGOVERNMENTAL AGREEMENT
REST AREA MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CLIFTON

THIS AGREEMENT is entered into 28 MARCH, 1991
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF CLIFTON, acting by and through its Town Council, (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 9-240 and Town Code Section 2-2-4 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the
Town to provide restroom facilities and landscaping within the
State's and Town's right of way adjacent to U.S. Route 666 at
the following location:

East of U.S. 666 centerline roadway station
1551+00 to 1558+00 a net distance of 0.13 miles.

NO. <u>15558</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/28/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Henry J. Greenwell</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Town shall prepare construction documents for the combined landscaping & irrigation project and the restroom, utility and parking facility project (The "Project") and submit them to the State for approval.

2. After State approval of the construction documents the State will provide actual expenses up to \$10,000 to the Town for professional design services used to prepare the construction documents.

3. The Town shall administer the design and construction bidding process and award and administer the construction contract to completion in conformance to all State and local requirements. The Town shall be responsible for any contractor claims for extra compensation due to delays or whatever reason.

4. After award of the construction contract the State will provide actual costs up to \$135,000 to the Town for the construction of the Project.

5. The Town shall pay for electrical power to operate and maintain the Project.

6. The Town shall furnish all water for the Project installation during the construction phase, and all water hereafter necessary to properly operate and maintain the Project, all at Town expense.

7. After construction, the Town hereby agrees to maintain the Project in a safe, attractive and sanitary manner, as it was designed and approved by the State; and the Town will not make any changes, additions or deletions without written approval by the State. All construction and maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Traffic Control Manual for Highway Construction and Maintenance."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said Project facility.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

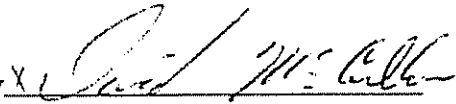
Town of Clifton
Town Manager
Chase Creek Hwy 666
Clifton, Arizona 85533


7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

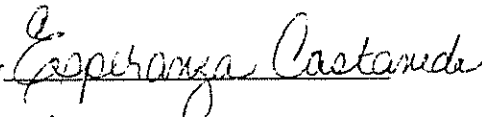

TOWN OF CLIFTON

STATE OF ARIZONA
Department of Transportation

By 
DAVID McCULLAR
Mayor of Clifton

By 
ROBERT P. MICKELSON
Deputy State Engineer


ATTEST:

By 

Title

RESOLUTION

BE IT RESOLVED on this 7th day of January 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Town of Clifton for the purpose of defining responsibilities for the design and construction of a restroom facility on US-666 in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

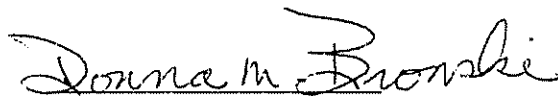

for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

JPA 91-01

APPROVAL OF THE CLIFTON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF CLIFTON and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 24th day of January 1991.



DONNA BRONSKI, Town Attorney

RESOLUTION NO. 91-01

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN
OF CLIFTON, GREENLEE COUNTY, ARIZONA,
AUTHORIZING THE MAYOR AND MANAGER TO NEGOTIATE
AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE
OF ARIZONA REGARDING THE CONSTRUCTION OF
RESTROOM FACILITIES AND LANDSCAPING; AND
DECLARING AN EMERGENCY.

WHEREAS, the Town of Clifton and the State of
Arizona through its Department of Transportation are
negotiating an Intergovernmental Agreement for the
construction of restroom facilities and landscaping; and

WHEREAS, it is to the mutual advantage of the State
of Arizona and the Town of Clifton to provide restroom
facilities and associated landscaping adjacent to U.S. Route
666; and

WHEREAS, the State is empowered by A.R.S. 2B-106
to enter into agreements on behalf of the State with towns
for joint improvement of State routes such as U.S. 666; and

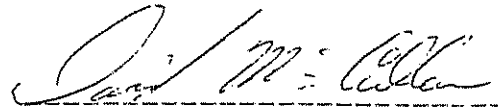
WHEREAS, the Town is empowered by A.R.S. 9-240 to
purchase and improve buildings for Town purposes and provide
landscaping for Town public property;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON
COUNCIL OF THE TOWN OF CLIFTON, GREENLEE COUNTY, ARIZONA:

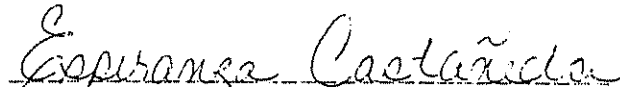
That the Common Council of the town of Clifton
authorizes the Mayor and Manager of the Town of Clifton to
negotiate an Agreement for the construction of restroom
facilities and associated landscaping adjacent to U.S. Route
666.

WHEREAS, the immediate operation of the provisions
this Resolution is necessary for the preservation of the
public peace, health and safety of the Town of Clifton, and
an emergency is hereby declared to exist. This Resolution
shall be in full force and effect from and after its passage,
adoption and approval by the Common Council of the Town of
Clifton.

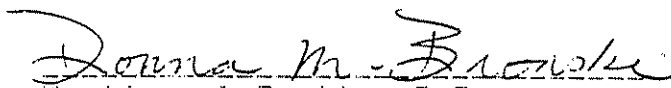
PASSED AND ADOPTED by the Common Council of the
Town of Clifton, Greenlee County, Arizona, this 10th day of
January, 1991.


David McCullar, Mayor

ATTEST:


Esperanza Castañeda, Town Clerk

APPROVED AS TO FORM:


Martinez & Curtis, P.C.
Town Attorneys
By Donna M. Bronski



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
Grant Woods

INTERGOVERNMENTAL AGREEMENT

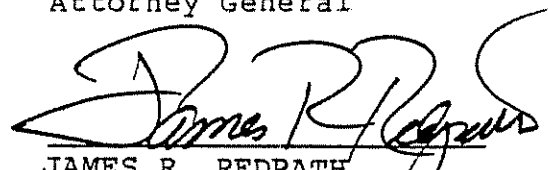
DETERMINATION

A. G. Contract No. KR910036TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of March, 1991

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Division